Supreme Court, U.S.
FILED
98 1474 MAR 12 1999
OFFICE OF THE CLERK

No.

In the

Supreme Court of the United States

October Term, 1998

John Madison Stembridge – *Petitioner*
Pro Se

Vs.

Preferred Risk Mutual Insurance Co.
of Iowa, Inc – *Respondent*

On Petition for a Writ of Certiorari
to the Florida Court of Appeals for the Third District

PETITION FOR WRIT OF CERTIORARI

John Madison Stembridge, *Pro Se*
545 N.E. 125 St.
North Miami, FL 33161-4718
305-893-0800

52 pp

QUESTIONS PRESENTED

1. When lower courts have abused their authority by denying one of its citizens due process, equal protection of his property, life, liberty, pursuit of happiness and jury trial for twenty-one years, doesn't the Constitution itself demand that this Court restore those rights and award sufficient damages to the victim of this abuse in order to bring healing and closure?

2. When lower Courts' orders have been obtained through "Fraud Upon the Court", isn't this Court empowered by Fed. R. Civ. P. 60 (b), 9, U.S.C. § 10; Fla. R. Civ. P. 1, 540 (6); and Fla. 1.190 (e) to "set aside" these orders and find in favor of the wronged party? In this instance, the Petitioner?

3. Is there a lack of <u>independent</u> accountability for any illegal, dishonest arguments, opinions, orders, or other actions committed by Judges and lawyers (officers of the Court) during the course of litigation?

4. Are our Bar Associations and Judicial Qualifications Commissions inadequate, as in the present case, to protect our citizens from biased, prejudicial and dishonest officers of the Court, whether Judges or lawyers?

PARTIES

The Pro Se Petitioner, John Madison Stembridge was the Plaintiff in the trial court and was the appellant in the Florida Court of Appeals, Third District. The Respondent Preferred Risk Mutural Insurance Co. of Iowa, Inc. was the Defendant in the trial court and was the appellee in the Florida Court of appeals, Third District. In this Petition, the parties will be referred to as they appear before this court and, alternatively, as "Stembridge" and as "Preferred Risk."

The reference Appendix will refer to the rule-required appendix accompanying this petition. Much of the Appendix is provided in Volume II. All emphasis has been supplied by the Pro Se Petitioner unless indicated to the contrary.

TABLE OF CONTENTS

Questions Presented i

Parties ii

Table of Contents iii

Table of Authorities iv

Statutes ..... iv, v

Opinions Below 1

Jurisdiction 1

Statement of the Case 1

Reasons for Granting the Writ 24

Conclusion 27

Appendix B & C ..... 28b - 44c

Table of Authorities

1. Ashland Oil Inc. v Pickard 269 So 2d 714 (Fla. 3d DCA 1972) 13

2. Associated Heavy Equipment Schools Inc. v. Masiello 219 So 2d 465 (Fla. 3d DCA 1969)

3. Banfield v. Addington 104 Fla 661, 140 So 893 1973 13

4. Campbell v. Government Employees Ins. Co. So. 2d 232 (Fla. 2d DCA (Fla 1974) 13

5. Escambia Treating Co. v. Aetna Causualty & Surety Co. 421 F. Supp. 1367, 1370 (N.D. Fl. 1976) 13

6 Griffith v. Shamrock Village 94 So. 854 (Fla 1957) 13

7. Moore v. Southern Bell Tel & Tel 176 So. 2d 558 (Fla. 2d DCA 1965) 13

8. Singleton v. Foreman 43 SF 2d 962 (5th Cir. 1970) 13

9. Woodbury v. Tampa Waterworks Co. 57 Fla 243, 49 So. 566 (1909) 13

Statutes

Federal — 28 U.S.C § 1254 (1) 1
9 U.S. C. § 10 . . . . . i,25,127a

State — 624.155 . . . . . 130a
624-404 . . . . . 132a
624-489 . . . . . 131a
626.9914 . . . . . 129a
626.9541 . . . . . 128a

RULES

Federal Rule of Civil Procedure 60 (b) 126a

Florida Rule of Civil Procedure 1.540 (6) 136a

Florida Rule of Civil Procedure 1.190 (e) 136a

Florida Bar Rule 4-3.3, 4-4.1 . . . . . 135a

CODE

Florida Code of Judicial Conduct 133a

OATH

Florida Oath of Admission to Bar 134a

PETITION FOR WRIT OF CERTIORARI

John Madison Stembridge respectfully prays that a Writ of Certiorari to review the Opinion of the Florida Court of Appeals, Third District entered in this proceeding on April 8, 1998 and affirmed by the Supreme Court of Florida November 3, 1998 in order to set aside these orders which were obtained by FRAUD UPON THE COURT.

OPINIONS BELOW

The Opinion herein sought to be reviewed was rendered by the Florida Court of Appeals, Third District and is located at ***Appendix p. 1a .***

The Order of the Supreme Court of Florida that affirms the Opinion of the Florida Court of Appeals Third District is located at ***Appendix p. 2a .***

JURISDICTION

On November 3, 1998 the Florida Supreme Court affirmed the April 8, 1998 Opinion of the Florida Third District Court of Appeals which stated that the Petitioner's August 2, 1996 Motion to Vacate was filed two days out of time.

The jurisdiction of the Court to review the judgment of the Florida Supreme Court and opinion of the Florida Third District Court of Appeals is pursuant to 28 U.S.C. § 12541 (1)

STATEMENT OF CASE

This is a very simple case that involves collusion and conspiracy on the part of the respondent to defraud the petitioner of his constitutional rights to his property, his good name, his life, his livelihood, and his pursuit of happiness including further political office for 21 years. thirty judges on the Circuit, Appellate, and of Florida Supreme Court levels have sat on various proceedings of this litigation.

Two Parties

This case is like the famous book, "The Tale of Two Cities" by Charles Dickens. However, this story is about two parties who came together in

good faith for the purpose of protecting specific property in Hollywood, Florida, owned by the Petitioner.

Two Names

The Respondent's name is Preferred Risk Mutual Insurance Company of Iowa, Inc. Its very name tells one that it is an insurance company that insures property that is a preferred risk.

Black's Law Dictionary defines:

Preferred - "Possessing or accorded priority, advantage or privilege."

Risk - The Casualty Contemplated in a Contract of insurance.

This means that the Respondent by Florida Statute contemplated any potential casualty that may happen to the Petitioner's property. Upon that contemplation, the Respondent determined the amount of coverage it would issue and the amount of premiums it would require for that coverage.

Then based upon these factors, (1) the amount of premiums; (2) for the amount of coverage, that the Respondent issued; the Petitioner's property was certified a PREFERRED RISK by the Respondent and its agents.

The Petitioner's name is John Madison Stembridge, given to him by his parents. He was named John after a grandfather and Madison after the fourth President and Father of our Constitution, and author of the Bill of Rights, James Madison. ***Appendix pp. 148a -149a***

Like his namesake James Madison who worked for unity among the thirteen colonies, the Petitioner has worked diligently for healing and reconciliation in the Middle East and around the world. From these efforts, like his name sake, he has developed a Global Bill of Rights which seeks to "unite the Middle East and world" with justice, peace, educational and economic opportunity for every person. **Appendix p. 42a**

Two Remorses

Both parties first reaction was remorse.

(1) The Respondent: seller's remorse. (2) The Petitioner: buyer's remorse

The Respondent: How could its agents issue a policy on that property? (In spite of its remorse, the Respondent had no problem taking the highly escalated premiums $1611.00 for such a small policy that was not enough to insure one building much less seven.)

The Petitioner: Buyer's remorse: how he could be fraudulently induced by the Respondent to pay the Respondent $1,611.00 for protection when the Respondent knew that should a major catastrophe occur, it would deny coverage and steal the $1,611.00, plus the coverage that it bought and

then would engage in unfair trade practices and then misuse the legal judicial system to obstruct justice for the Petitioner for twenty-one years? ***Appendix p. 128a - 132a***

Then for a company with the name Preferred Risk being "penny wise and pound foolish" by not honoring and paying its insured, the Petitioner, such a small claim; it opened a much wider door to other causes of action: fraud and bad faith (which the law considers synonymous), conversion, insurance code violations, character defamation, obstruction of justice, intentional infliction of mental and emotional cruelty and punitive damages.

Two Reactions

Respondent's Reaction: Denial of its Federal and State Tort and statutory responsibilities to its insured. Denial of the coverage purchased by the Petitioner; fired its salesman and closed the agency that issued the policy. The Respondent rather than paying the claim timely, fairly and in good faith decided to falsely accuse the Petitioner of having anti-Semites torch and vandalize his property, all in an effort to divert attention from its own fraudulent actions and for the errors and omission of its agents. It converted the $1,611.00 paid to it by the Petitioner and the $30,000.00 policy that it bought to its own use, now compounded for 21 years.

Then it fraudulently misused the legal and judicial system to obstruct justice by misleading argument and Fraud upon the Court. **Appendix p. 128a - 132a**

The court should carefully note that the Respondent in collusion with the Petitioner's attorney Sam Holland, made sure that the Respondent's salesman Roger Crist, Preferred Risk agency owner Virgil Poole, and adjuster Paul Westberry were not on the stand for cross examination in the Breach of Contract trial, because its bad faith and unfair trade practices would have been exposed to the Jury. Judges Mario Goderich and Michael Salman would have been publicly embarrassed for their illegally striking the Petitioner's Counts II, - V in Second and Third Amended Complaint. **Appendix pp. 133a, 134a**

The Petitioner's Reaction: Acceptance of his obligations, proceeded in good faith to perform all his obligations to the best of his ability from his greatly diminished financial means. When the Respondent fraudulently refused every help to the Petitioner, rather than totally giving up or declaring bankruptcy, the Petitioner, without any help from the Respondent, honorably and to the best of his ability, continued to:

1. Pay to have all seven buildings boarded up.
2. Pay to have all seven buildings demolished and the debris hauled away.
3. Pay five mortgages on the property.

4. When Home Federal and Portner and Portner started foreclosure actions on their first, second and fourth mortgages because of late payments, the Petitioner had to borrow money to pay them off early. The Petitioner still owes this money.

5. Pay taxes to the city of Hollywood, Broward County, and to the Broward County School District for twenty-one years on a vacant lot because of his financial inability to build on it.

6. Pay in twenty-one years hundreds of thousands of dollars in interest on loans, late fees, bank charges trying to pay toward his debt.

7. Pay huge legal fees, trial costs, court reporters, office supplies, etc.

The Petitioner's debts keep rising rapidly on the negative side compounding annually like most people's assets compound on the positive side.

The Acquisition of Policy

After leaving office as mayor of North Miami in May of 1975, the petitioner acquired income property located in Hollywood, Florida in December 1975. This property consisted of seven buildings with nine units: two - two bedroom houses. Two - two bedroom duplexes and three one bedroom cottages.

Early 1976, the Petitioner was having lunch on Saturday with two long time friends, Frank Esty and Cliff Frame at Esty's home. Frank was a neighbor to then Miami Dolphins Coach , Don Shula, and to U.S. Senator Bob Graham in Miami Lakes. Joining us was Roger Crist, a friend of theirs.

During lunch, the Petitioner mentioned to Frank and Cliff, who were life insurance agents, that he had just acquired nine units in seven buildings in Hollywood, Fl. and needed insurance on this property.

Roger, whom the Petitioner met for the first time that day, said, "I can help you. My company, Preferred Risk writes Casualty Insurance on property." He then enumerated all the excellent qualities of his insurance company. **Appendix pp. 128a - 132a** In good faith, based on his verbal advertisement of his company's high credential's and because Roger was a long time friend of Frank's and Cliff's, the Petitioner said, "Well, since you're a good friend of Frank and Cliff, I might as well give it to you as to anyone else." Upon which the Petitioner gave him the address, told him to go by, inspect the property and then to prepare the policy. This was the one and only time that the Petitioner sought insurance on this property.

When Roger came by the Petitioner's store with the policy, it was only for $30,000.00. The annual premium was $537.00 or $1,611 for the three year policy. **Appendix 82a**

The Petitioner complained as to how such a small policy could protect seven buildings, also that $537.00 annually or $1,611.00 for three years was a lot for such a small amount of coverage. At the time, one could get twice the coverage, $60,000.00 plus for $200 or less. Roger explained that that was the most coverage his company would offer because of the age and condition of the buildings. Roger never mentioned that he had written this policy on only one building. Also the $30,000.00 was enough to cover the first mortgagee with Home Federal in Hollywood, he said. About the other four mortgages, he said, you're only required to cover the first. The Respondent must have decided the small coverage would be justified better on one building, rather than seven. Either way, it is malfeasance and fraud

The Petitioner complained that $30,000 may not repair or rebuild one building, much less seven, should a calamity happen. He said, "I'm sorry, John, that is the most my company will go". Florida Insurance Statutes **Appendix 128a - 132a** require the insurance company to fairly appraise a property and then fairly set the amount of coverage and the premiums. This is mandatory, not just implied. Certainly good faith, also, was lacking by the Respondent for failing to appraise the Petitioner's property for the proper amount that would be needed to repair or replace seven buildings should a calamity happen. This is certainly a violation, not only of good faith, but also a violation of Fla Insurance Statutes **Appendix Id**

The Respondent's fraudulent deceitful, dishonest dealings started with (1) the false inducement of its agent representing the Respondent as an honorable, fair company; (2) the Respondent purposefully and deceitfully wrote, without the Petitioner's knowledge, the small policy on only one building rather than seven. (3) After the Petitioner's loss, the Respondent sent the Petitioner an automobile claim form rather than the proper casualty form; (4) Even the law firms that it hires are being paid to commit fraud upon the court. A continued course of deceit and dishonest dealings from beginning to the present which is a violation of every Florida Insurance Statute. **Appendix Id**

The arson took place on or about June 7, 1977 while the Petitioner was doing a one hour television special on "The John Stembridge Inspirational Hour".

The Petitioner knew nothing of the arson until the next morning when the Hollywood Fire Chief called to inform him of the fires in the two duplexes the night before. The chief explained that it appeared to be arson.

Some time later the Petitioner was attending a luncheon in North Dade where he met one of the detectives with the Hollywood Police Dept. When the Detective heard the Petitioner's name, he asked, "Aren't you the

gentleman that owned the apartments on Pierce St. in Hollywood that were torched and vandalized?"

The Petitioner answered, "Yes." The detective then related how his department had arrested the real perpetrators and had deported one of them to an island in the Caribbean.

To this day, neither the Respondent nor any of its Board Members, executive officers, agents, adjusters, members of its law firms has complied with the Fla. Statute 124-155 by writing the Petitioner a good faith letter apologizing for its adjuster Paul Westberry's lack of concern for the plight of the Petitioner even falsely accusing the Petitioner of having his own buildings torched. Also for lack of lack of good faith in evaluating the true amount of insurance that the Petitioner would need should a calamity befall his property , and for its lack of good faith in expeditiously paying the claim so that at least some of the Petitioner's buildings and some of the income they were generating could be saved rather than losing everything for twenty-one years. Ins. inducement to buy. **Appendix p 128a-132a**

Unfortunately for the Petitioner, the Respondent, for twenty one years, has had no "good hands, good will, or good faith reaching out promptly or timely to its insured, the Petitioner, to make him whole. The April 8, 1998 opinion Fla. 3d DCA said the Petitioner's motion to vacate was two days out of time. In the eyes of this Court how can two days compare with the Respondent being 21 years out of time?

The only side of the hands the Petitioner has ever seen from the Respondent or any of its agents or lawyers was the "back side" due to the many verbal and written false accusations made with malicious, malice and fraud with the intent to intimidate, harass, or obstruct justice so that the Petitioner would be economically unable to carry unto completion his many causes of action against the Respondent for its tortuous and Statutory crimes. Through lies and Fraud upon the Court, the Petitioner has been denied res Judicata. (His case being heard on its merits by Jury trial) or by having Sua Sponte Judgments entered against the Respondent for sham pleadings , generalized computer answers and defenses that are not based on truth or the law in this case, and for fraud upon the Court for 21 years. Both the judicial and legal system have known the truth in this case, but have allowed this tortious agony to unmercifully go unchecked until this present Court.

Anti-Semitic Acts

In June 1977, the two duplexes were torched and all the other buildings were maliciously vandalized through the hate crimes of anti-Semites, according to Hollywood police records.

The tenants in units 1 and 2 were drinking, barbecuing and playing loud music outdoors at 5:00 A.M. on a Sunday morning. The police were called. The tenants erroneously thought that it was Bill Schieb, the neighbor who lived across the street, that called.

In their hatred, they painted a huge Swastika on the front of Mr. Schieb's home, left tire tracks in his lawn, and finally, drove their car through his hedge, severely damaging it.

When Mr. Schieb reported these hate crimes to the Petitioner, and the Petitioner personally saw what had been done to Mr. Schieb's home and property, the Petitioner immediately filed eviction notices on these tenants. As a Zionist, the Petitioner still believes to this day that who ever blesses Israel is blessed and who ever curses Israel is cursed. (Genesis 12:3).

Upon receiving these eviction notices the tenants turned their anti-Semitic hate crimes on the petitioner, setting fire to the two duplexes and vandalizing each of the other five buildings, leaving graffiti and other hate expressions on the walls against the Petitioner as well.

Why the Petitioner has suffered Anti-Semitic Acts:

The Petitioner has been a committed Zionist most of his life, having made his first trip to Russia and Israel in 1963 (35 years ago), plus sixteen subsequent trips to Israel. He has worked tirelessly for the freedom of the three million Jews in Russia to make Aliyah and for Justice with peace in the Middle East and around the world.. Appendix Zionist Activities **Appendix 140a-144a, 106a**

Income Producing Property

At the time, and previously, all the units were rented and were bringing in enough income to pay the five mortgages, insurance, taxes and maintenance. The Respondent was notified by phone by the Petitioner. He was told to get estimates but was never sent an official claim form until nearly two years later. Bonnie Belgau, the first lady contractor licensed by the city of Hollywood, prepared a very conservative estimate of |$57,000 to repair. The Petitioner submitted it timely in August 1977 to the Respondent, but was denied the $30,000.00 payment that he in good faith expected from the Respondent with every expectation that the Respondent would be there immediately should a calamity ever happen.

Family Impacted

The Petitioner's then living mother and three of his seven brothers helped him with loans. Two of the three brothers own the 8,200 square foot

building where the Petitioner runs his fledging remaining furniture store. Had they been like the Respondent and just totally disregarded the terrible plight of their brother, they could have rented that store in the heart of North Miami on North Miami Blvd. for $10.00 a foot or probably higher as an office building. That would have brought them conservatively $82,000 per year or $820,000 in ten years from a more financially secure business. So because of their love for their brother and letting him slide on his rent, they have lost a million to two million dollars in rent alone.

The difference between these two stories is simple. The Respondent had a legal implied duty to deal fairly and in good faith with its insured or be liable in Tort or Statute for punitive damages. ***Appendix pp. 128a - 132a*** Ins. The brothers' performance was out of love and honor for their brother, not because they were legally obligated to do so.

Friend Reacts

In June of 1992, Mr. Gordon Di Battisto learned that Judges Mario Goderich and Michael Salman had stricken the heart of the Petitioner's claim against the Respondent and then how Judge Jon Gordon had further poured salt in his wounds, signed a Judgment for $10,000 against the Petitioner for libel, Mr. Di Battisto was furious. ***Appendix - p. 148a - 149a***

He sat down at his typewriter and personally typed the June 11, 1992 complaint. Because of his Italian accent and lack of English Grammar, he made numerous misspellings, etc. The Petitioner tried to correct them but Mr. Di Battisto would not allow any of changes. He said "You've had all these so-called College educated lawyers writing perfect English while working behind your back in collusion with the Respondent and judges against you. They're not going to get away with that."

The Petitioner then questioned him about putting in the complaint damages for 10 million dollars. He said "What are you talking about, John? You were mayor of the fourth largest city in Dade County. You ran for Congress and you have lobbied heads of State, including the Pope, etc. for the release of the three million Jewish people in Russia all at your own financial sacrifice. It is not right that these corrupt people have defrauded you of your property and your day in Court."

Quest for Understanding and Truth

In his quest for truth and to understand how the Judicial Branch of our government has consistently denied the Petitioner's Constitutional rights, the Petitioner has talked to literally hundreds of lawyers and insurance executives from California to New England, to Florida and points in between.

A criminal attorney for the Defense Department in Washington, D.C. told the Petitioner that law has become a business in America today:

it's not about fairness or justice. So often its about how much money can be made by the judge and the law firm that he sides with.

The Dean of an Eastern Law School had this to say after reviewing the Petitioner's case. In his opinion, the Petitioner did have causes of action for Fraud, Bad Faith, Conversion, Insurance Code Violations, intentional infliction of emotional cruelty all of which give rise to punitive damages. Had he been a judge in the case, he would have allowed these counts to go to trial.

At the end of his conference with the Petitioner, he said, "John, you're in the wrong state and in the wrong city. The whole world knows of the rampant corruption in South Florida. In my opinion, you should have your day in Court but based on what you've shown me, about the way your case has been handled so far, I have little hope that you will."

His prediction has come true on every level until NOW.

Because he was young, mortgaged out, and unable to borrow $57,000 from Home Federal to repair his buildings, the city made him pay to board up all the buildings at his own expense. Also because he was unable to obtain a loan, the city made him demolish and remove the buildings. All of this without any kindness much less help from the Respondent. The only thing the Petitioner got from the Respondent's adjuster was, "If you don't like the way I'm handling this, sue me." But the Petitioner did not want to go to Court, even begged him, "If you won't give me the policy amount, just give me Twenty-five thousand dollars now so that I can save at least some of my property and I don't lose everything." ***Appendix pp 128a-132a*** He laughingly refused. Even with that verbal slap in the face, the Petitioner did not sue the Respondent until 1980, two and a half years later. Hardly, the actions of a scheming, fraudulent Petitioner as falsely portrayed by Mintz and Truppman, the Respondent's attorneys, in the Respondent's answers and defenses to the Petitioner's second and third Amended Complaints. Case 80-7272 CA 20 ***Appendix pp. 79a-80a, 97a - 99a, 100a***

Impact of Respondent's Fraud

At the time of this loss the Petitioner had three furniture stores, was hosting a weekly television program for two and half years, directing the Greater Miami and Broward Inspirational Concert Series for seven and a half years. One store was closed the same year of the loss, a second store was closed in 1979, two years later. The Concert Series and weekly television show were canceled in 1980, two and a half years later because of his financial inability to continue financing them.

The Petitioner is still paying exorbitant legal bills and expenses seeking justice these twenty-one years. Today at 61, the Petitioner is constantly fighting bankruptcy when most people his age look forward to a happy retirement. The Petitioner is in debt well over one half a million dollars, debt that he did not have at the time of his loss. Every year that debt compounds drastically. Today, the Petitioner has only one remaining struggling store from which to pay his operating expenses, plus pay toward all his debts. In fact, if the Petitioner only had to pay his current operating expenses his store would be profitable. Not so however, as he struggles to pay toward his debts. If it were not for his brothers letting him use this 8,200 Sq. Ft. store on North Miami Boulevard without paying rent all these years, his store would have collapsed from the weight of debt. (The Petitioner is hopeful that he can repay his brothers at some time for their love and support all these years.)

Introduction

It is to you that the founding Fathers charged to be keepers of this document that forever guarantees these basic rights and freedoms to each citizen of America (and hopefully soon to every person in the world) that this Petitioner submits his Writ.

> "In every stage of these oppressions we have Petitioned for Redress in the Most humble Terms: our repeated Petitions have been answered only by repeated injury. A Prince, whose character is thus marked by every act which may define a tyrant, is unfit to be the ruler of a free people."

(Direct quote from the United States Constitution) Could not "Prince", in the present instance, be the insurance industry in collusion with the Judicial and legal system, as such a tyrant against the Petitioner? Every judge and lawyer takes an oath to uphold the rights of the oppressed. ***Appendix 133a-135a, 123a132a*** Every insurance company is licensed to operate under a Public Trust Mandate by dealing honestly, fairly and in good faith for its insured or be liable by Tort or Statute for punitive damages.

The oppression mentioned here by the framers of the Constitution is the same oppression inflicted on the Petitioner by the insurance industry, the legal and judicial system all working in collusion and conspiracy by denying the Petitioner of his property, his good name, his livelihood, his liberty and his pursuit of happiness. How many judges, lawyers or insurance executives could be happy if some of them suddenly and shockingly had to to endure what the Petitioner has had to endure these many years?

Justice Perverted and
Allowed Unchecked Twenty-One Years

"***There is nothing more powerful than Truth***," Daniel Webster.

Perverse is defined in Webster's New World Dictionary this way:

1. deviating from what is considered right or good; wrong, improper, etc. or corrupt, wicked, etc., perverted
2. persisting in error or fault; stubbornly contrary
3. obstinately disobedient or difficult; intractable.
4. Characterized by or resulting from obstinacy or contrariness.

All of these definitions aptly define the Respondent, its Board members, Executive Officers, agents, adjusters, and its counselors (law firms). The Respondent has had two law firms defending it's tortful and Statutory actions against the Petitioner during this litigation: the first law firm included attorneys Orta, Ress, Mintz, Gomez, Howland, Truppman, Klein. The other is Roland Gomez, who left the first firm to form his own firm with Richard Gomez. Appendix pp. 134a -135a, 128a - 132a

These two firms, by their own actions have gone even above and beyond the tortful, statutory actions of the Respondent, and are doubly liable and responsible for the perverted justice continuing for 21 years in this case. This Writ will prove that the Petitioner had these specific causes of action for fraud, bad faith, conversion, insurance code violations, character defamation and punitive damages at the time of his loss, and that the laws of the State of Florida at the time of loss permitted such causes of action, contrary to the computer generated answers by the Respondent's law firms regardless of their bearings upon its insured. Contrary to these two truths, these two law firms, for the Respondent, have lied to the court (1) by denying that Florida at the time of loss was a jurisdiction that mandated an insurance company to deal fairly and in good faith with its insured or be liable in tort for punitive damage (2) by denying that the Petitioner had none of the causes of action, listed above, in his 2nd and 3rd Amended Complaints in Case # 80-7272 CA 20 or in his Feb. 16, 1993 and June 30, 1993 complaints in case # 92-13319 CA20 against the Respondent. ***Appendix pp 10a-17a, 37a-46a, 18a-36a, 60a-78a***

These causes of action being Fraud, Conversion, Bad Faith, Defamation of Character, Insurance Code Violations, Rico, Mental and Emo-

tional Distress, and Punitive Damages. Thereby defrauding the Petitioner of his life, liberty, property, and pursuit of happiness.

By Fraud upon the Court and upon the Petitioner, these two firms have willfully lied overtly and wantonly to the Justices in the Eleventh Judicial Circuit, Dade County, Fl., the Third and Fourth District Court of Appeals in Florida and to the Supreme Court of Florida, by stating that there wa no law in the Ftate of Florida for the Petitioner's causes of action listed in the previous paragraph. ***Appendix pp 126a, 127a, 136a***

These two firms have used computer generated answers without truth or the facts regardless of their bearings upon the Petitioner. Contrary to these two truths, these two law firms, for the Respondent, have lied to the court (1) by denying that Florida at the time of loss was a jurisdiction that mandated an insurance company to deal fairly and in good faith with its insured or be liable in tort for punitive damage (2) by denying that the Petitioner had none of the causes of action, listed above, in his 2nd and 3rd Amended Complaints in Case # 80-7272 CA or in his Feb. 16, 1993 and June 30, 1993 complaints against the Respondent that were alleged in his second and third complaints in Case #80-7272 CA20 and Case # 92-13319 CA 20. ***Appendix pp. 10a-17a, 37a-46a, 18a-36a, 60a-78a, 100a, 139a***

These causes of action being Fraud, Conversion, Bad Faith, Defamation of Character, Insurance Code Violations, Rico, Mental and Emotional Distress, and Punitive Damages. Thereby defrauding the Petitioner of his life, liberty, property, and pursuit of happiness. ***Appendix pp.128a-132***

By Fraud upon the Court and upon the Petitioner, these two firms have willfully lied overtly and wantonly to the Justices in the Eleventh Judicial Circuit, Dade County, Fl., the Third and Fourth District Court of Appeals in Florida and to the Supreme Court of Florida. Hopefully, this Court will swiftly and forcefully ESTOP these law firms who represent the Respondent from continuing their Fraud from rearing its head in these hallowed chambers of the United States Supreme Court. Enough is enough. ***Appendix pp. 134a - 135a***

QUESTIONS RESPONDENT MUST ANSWER BEFORE THIS COURT

When the Respondent's answers to the Petitioner's Writ is filed, this Court must scrutinize closely the Respondent's specific answers to the following questions by the Petitioner:

A. When did the Respondent's law firms know the following:

1. That Florida Law allows a first party Cause of Action against an insurance company for unfair dealing and for bad faith?

See Escambia Treating Co. v Aetna Casualty & Surety Co. 421 F. Supp. 1367 (N.D. Fla. 1976) (This ruling was one year before the Petitioner's loss.) ***Appendix pp. 83a. 84a***

2. That Florida law allowed a cause of action for insulting and abusive language resulting in mental distress and punitive damages are awarded. See: Singleton v. Foreman 43 SF 2d 962 (5th Cir 1970). (This ruling predated the Petitioner's loss by seven years.) ***Appendix p. 87a***

3. That Florida law allowed a Cause of Action for some intentional wrong, or insult, abuse or gross negligence which amounts to an independent tort? See: Griffith v. Shamrock Village 94 So. 854 (Fla. 1957)***Appendix p. 88a***

4. That Florida law allowed a cause of action for Malfeasance of an implied duty or failure to use reasonable care, gives rise to Tort liability whether the foundation for the undertaking was gratuitous or contractual. See Banfield v. Addington 104 Fla. 661, 140 So. 893 (1973). Also see Flint and Walling Mfg. Co. v. Becket, 167 Ind. 491 -, 79 N.E. 503, 506 (1906). ***Appendix p. Id.***

5. That Florida law allowed a cause of action for Punitive damages fraudulent inducement and deceit. See Ashland Oil, Inc. v. Pickard 269 So. 2d 714 (Fla 3d DCA 1972)***Appendix pp. 88a-89a***

6. That Florida law allows a cause of action for the violation of a duty, express or implied. See Woodbury v. Tampa Waterworks Co. 57 Fla. 243, 49 So. 566 (1909). ***Appendix p. 89a***

7. That Florida law allowed a Cause of Action for fraud, malice, gross negligence or oppression. See Moore v. Southern Bell Tel & Tel 176 So. 2d 558 (Fla 2d DCA 1965). ***Appendix 84a***

8. That Florida law allowed a cause of action for an ententional wrong? Associated Heavy Equipment Schools, Inc. v. Masiello 219 So. 2d 465 (Fla 3d DCA 1969) ***Appendix p. 84a***

9. That Florida law allowed a cause of action for punitive damages a continued course of dishonest dealing? See Campbell v. Government Employees Ins. Co. So. 2d 232 (Fla. 2d DCA (Fla. 1974) This case was three years before the petitioners loss. ***Appendix p. 86a.***

QUESTIONS FOR THIS COURT TO ANSWER
for the American People

1. Is there a lack of <u>independent</u> accountability for any orders, judgments, opinions that were obtained or rendered by incompetent, illegal, dishonest

officers of the Court during the course of litigation whether those officers are Judges or lawyers?

2. Are our Bar associations and State Judicial Qualifications Commissions inadequate to protect our citizens from incompetent, biased, prejudicial and dishonest officers of the Court?.

The Petitioner consulted personally with former Dade County State Attorney, Janet Reno, Jay Peterson, legal counsel to former Governor Lawton Chiles, Florida Attorney General Robert Butterworth, former Florida Insurance Commissioners and Treasurers Bill Gunter and Tom Gallagher, Paul Williams of the Insurance Fraud Division, members of the United States Senate and House of Representatives' Judiciary Committees about the Respondent's fraud upon the Court as well as upon the Petitioner. Janet Reno, while Dade State Attorney told the Petitioner that to recover his financial losses one has to sue civilly. There would be no financial recovery through criminal prosecution. But then she failed to address how a single Petitioner can overcome the bias of judges that refuse to follow the law or to expose Fraud upon the Court by the continual misleading arguments of the Respondent's law firms. Most of the elected or other appointed officials responded that because of separation of powers they were barred from doing anything about it. The exceptions to them were Senator Connie Mack and Congresswoman Iliana Ross Lehtinen.

Both wrote Janet Reno at the Justice Department asking it to investigate the Judges actions in the Petitioner's case.

If the elected officials are barred, the Bar Association and the Judicial Qualifications Commission are incapable or unwilling, then who is responsible and accountable for bringing these fraudulent actions by officers of the Court to light? As the law is now civilly practiced, only the Petitioner of a cause of action in the Courts has that responsibility. However, most Petitioners do not have the financial means and staying power to hire attorneys to pursue the illegal, dishonest arguments, opinions or orders perpetrated on the Courts by officers of the Court. Also, many times the Petitioners do not have the education to pursue it as Pro Se litigants. Because of these and other reasons, such "fraud upon the court" goes unchecked and innocent people, families, businesses, industries, governments, educational, religious and cultural institutions are defrauded of billions of dollars and are denied their Constitutional rights to life, liberty, property and the pursuit of happiness.

Help Sought from FBI

Finally, out of utter frustration and exasperation, the Petitioner went to the Legal Division of the FBI for help. At this time the Petitioner

did not know whether the FBI was already conducting its sting investigation of the Judges in Dade County, called "Operation Courtbroom" or perhaps it was initiated when both Senator Connie Mack and Congresswoman Iliana Ross Lehtinen wrote Janet Reno and the Justice Department requesting it to investigate the actions of the Judges in the Petitioner's case. So far, however, the results of "Operation Courtbroom" only apprehended numerous judges for bribery, cocaine use and other overt crimes, none yet for the white collar crimes mentioned above by the Petitioner. The joke around South Florida after the publicity of the FBI's "Operation Courtbroom", was, "If the FBI arrested every crooked judge in South Florida, all of our courts would be closed." This is a terrible indictment of the way so many sincerely feel about the Judicial System in South Florida. Miami is the contraband, stolen car and drug capital of the world. Most of the billions of dollars of drugs, stolen property were either coming in or going out in the sealed containers at the Port of Miami. The local television stations did a big expose on the former Dade County State Attorney before Janet Reno and many of the circuit judges at that time who were allegedly showed on camera, weekly dropping by the mayor of the Farmer's Market to pick up their weekly contributions.

After hearing the Petitioner's concerns about the Respondent's lawyers lying to the Courts about the law and facts of this case, Mr. William Dolde of the FBI suggested that the Petitioner file an inquiry with the Florida Bar about these fraudulent actions of the lawyers for the Respondent. The Petitioner followed his instruction. ***Appendix pp. 90a-96a, 52a***

Florida Bar Association

First concerning the formal Inquiry to the Florida Bar regarding the Respondent's lawyer Mark Mintz's fraudulent and misleading arguments to the court. ***Appendix pp. 90a-96a, 52a*** Only one person, Warren Stam, for the Florida Bar investigated the Petitioner's formal inquiry and reported that he did not see any problems, much less any lying or fraud upon the Court by Mintz while representing the Respondent This was a totally erroneous finding by just one person representing the Florida Bar. By this finding, the Florida Bar now joined the Courts by allowing these infractions to continue another eight years unchecked. At the time of the inquiry, the Bar dismissed 97% of the complaints against lawyers. Most of the 3% censured or disbarred were single practitioners and not members of large law firms whose clients are wealthy enough to pay the large fees of these law firms or to contribute to the campaigns of Judges and other political officers, i.e., Governors, etc.

Vengefully, after the decision of the Bar, Mark Mintz, Counselor for the Respondent, sued the Petitioner for libel. The Petitioner answered

his complaint by pleading truth as his defense. Even so Judge Jon Gordon unjustly signed a judgment for libel against the Petitioner for not timely responding to Mintz's requests for admissions even though the Petitioner answered Mark Mintz's complaint and his interrogatories, using truth as his defense against libel. ***Appendix pp. 133a-134a*** Truppman representing Mintz, placed an order of libel in front of Judge Jon Gordon who dutifully signed it without allowing further hearings or a jury trial, even though "trial courts are required to look beyond the pleadings to determine the propriety of entering summary judgment". Stembridge v. Mintz opinion Fla. 3d DCA 557 So. 2d at 639. ***Appendix pp. 119a-123a*** It's amazing no matter which Judge a matter came before, any thing the Respondent's lawyers asked them to do, the Judges did. However, not one of the Judges in the Petitioner's case ever required the Respondent to fully answer in detail each complaint of the Petitioner in cases # 80-7272 CA 20 and 92-13319 CA 20, as did Judge Gordon for Mintz. ***Appendix pp. 10a-17a, 37a-46a, 18a-36a, 60a-78a, 100a, 139a,*** **28b - 42b**

After Judge Gordon's order was signed against the Petitioner, the Petitioner hired the Ellis Rubin & Mark Rubin Law Firm, to appeal Judge Jon Gordon's order to the Florida Third District Court of Appeal. The Fla. 3d DCA reversed Judge Gordon's libel order against the Petitioner by finding in the Petitioner's favor. But even after being reversed by the Fla 3d DCA, Judge Jon Gordon refused to unilaterally reverse it in the Eleventh Circuit on his own. His actions required the Petitioner having to make numerous motions and attend hearings before Judge Gordon would reverse his order to the Petitioner's favor. The Rubin law firm said that the Judge should have done it unilaterally. John M. Stembridge Vs Mark Mintz 3rd DCA. - Fl. p 6 ***Appendix pp. 119a-123a***

Here the appeal Court found: "In this case, Stembridge's Bar Inquiry set forth background facts about the insurance action his counsel had filed several tort counts against his insurance company. "Stembridge then summarized certain arguments made by Mintz at a hearing in 1985 in support of the insurance company's successful motion to dismiss the tort counts." Mintz nowhere disputes that he made the arguments attributed to him."

"Stembridge went on in the Bar Inquiry for five typewritten pages to summarize and quote from, various judicial decisions having to do with the duty of an insurance company to its insured. Based on those reported decisions on Florida law at the hearings, he inquired in substance whether the described "circumstances give rise to any problems as they relate to the rules regulating the Florida Bar, its code, or canons of Professional Ethics."

Further, the Fla 3rd DCA 1995 stated in John M. Stembridge Vs Mark Mintz, ***Appendix Id.***

"Procedurally, we believe that the rule in Sher V. Liberty Mutual Insurance Co., 557 So. 2d 638 (Fla. 3d DCA 1990) indicates that an entry of summary judgment based solely on Stembridge's failure to respond to requests for admissions was inappropriate as set forth in Sher, "trial courts are required to look beyond the pleadings to determine the propriety of entering summary judgment. Here, the record is replete with evidence contradicting the admissions created by (defendant's) failure to file a timely response." 557 So. 2d at 639 (citation omitted).

Given Stembridge's sworn answers to interrogatories and sworn answer to the complaint, there remained disputed issues of material fact which precluded entry of Summary judgment.

Footnote 4 states:

> "It appears that the failure to file a response to the request for admissions was a result of misunderstanding by the Pro Se litigant. The trial court entered an order requiring Stembridge to file an answer to the complaint and request for admissions within ten days. Within five days, Stembridge filed a sworn answer and sworn answers to interrogatories. Stembridge recited that his filing was made in response to the court's order."

Here the Florida Third District Court of Appeals in Stembridge v. Mintz, is in conflict with itself in Stembridge v. Preferred Risk. In Stembridge v. Mintz the 3rd DCA stated: "Trial Courts are required to look beyond the pleadings and determine the propriety of entering Summary judgment. Here the record is replete with evidence contradicting the admissions created by (Defendant's) failure to file a timely response." 557 So. 2d at 639

This is exactly what Judge Postman did Sept. '1995 when he looked beyond the Jan. 6, 1995 dismissal of the Respondent from the Petitioner's compliant by acknowledging that the case was at issue and set a jury trial for March 19, 1996. ***Appendix Clerk's Index***

The Court should carefully note that Mark Mintz did not deny misrepresenting the law to the Eleventh Circuit on the Petitioner's Third Amended Complaint. As alleged in the Petitioner's formal inquiry to the Bar. Appendix? Rule 1. 110 states failure to deny is to admit. Mark Mintz, by law, was required to deny the charges or by not denying to that he used misleading arguments Dec. 3, 1985 before Judge Mario Goderich as alleged in the formal Bar Inquiry, he admitted the charges according to Rule 1.110 Fl. R. Civ. P. This means that Mintz admitted to "fraud upon the Court" to the 3rd DCA. (Appendix - perjury is fraud upon the Court) On

the other hand his only complaint for libel was that the Petitioner libeled him by sending copies of his formal Bar Inquiry to the FBI, the Governor, State Attorney General and other government officers. When Mintz sued the Petitioner for libel, he did not know that the Petitioner had already been inquiring of these government agents or agencies about Mintz's & Truppman's misleading arguments to the courts. ***Appendix 119a-123a***

Also, Mintz & Truppman did not know that the Petitioner only filed his Formal Bar Inquiry at the advice of the Legal Division of the FBI.

Judicial Qualifications Commission

Regarding the Judges, the Petitioner wrote the Senate and House members of their respective Judiciary committees for help. The then chairman of the Senate Judiciary Committee, Senator Joseph Biden, advised the Petitioner to appeal to the Florida Judicial Qualifications Commission concerning the conduct of the Judges in the Eleventh Judicial Circuit Dade County, Florida and the Florida Third District of the Court of Appeals, and the Florida Supreme Court about the actions of the judges in this case. ***Appendix p. 104***

Within one week or less, the Judicial Qualification Committee, without any investigation, replied to the Petitioner that the only thing they can investigate are the overt actions of Judges. Such as if a Judge was drunk or took a bribe. (Interestingly, one of the Judges in this case, Judge Marguerita Esquiroz, was arrested and jailed for a drunk driving accident August 24, 1994 after she recused herself when the Petitioner motioned for her removal and named her as a defendant. Judge Esquiroz refused to entertain the Petitioner's Motion for Final Default Judgment against the Respondent for not appearing at the hearing on May 17, 1993 even though the Respondent was noticed by both the Petitioner and Keith Truppman of the hearing. Although she refused to hear the Petitioner's motion, she did hear Truppman's motion clearly partial and imbalanced justice. The Judicial Qualification Commissions has no empowerment to investigate whether civil Judges improperly applied the law to the facts of this case or if they allowed perjury or fraud upon the Court to go unchecked in his or her court room.

Independent Accountability Needed

Clearly, the founding fathers' meticulous efforts to hold the officers of the Executive and Legislative branches accountable for their stewardship of office and for their actions while in office by requiring the President & Vice President to give an account of their stewardship of office at the ballot box every four years and by limiting their terms to eight years.

They placed the same principle of accountability on the Legislative branch by requiring the Senators to give an accounting of their stewardship of office at the ballot box every six years, and members of the House of representatives every two years.

Since all Judicial appointments are political, maybe it is time to place the same principle of accountability of stewardship of office on the Judicial branch as on the other two. By changing judicial appointments from tenure for life to specific terms of five to six years, after which in order to continue another term, judges would have to stand for reconfirmation. This would bring a public and independent airing of their stewardship of office and would equally apply the same accountability of stewardship of office on the Judicial branch that is already required of the other two branches. This can then be made to apply down to the State and local jurisdictions. Why not? When these officers of the Court have so much power to effect the health, wealth and well being of every citizen, family, business, industry, labor, management, education, government, there needs be some independent accountability on every office holder in all three branches of government. An officer of the Court whether a lawyer or judge at any level is not God and is subject to errors, omissions, and yes, even the F Word - Fraud upon the Court and its citizens..

Evidence of Fraud Upon the Court

The Petitioner has already established the following fraudulent malfeasance of the Respondent:

1. Wrote the policy on only one building instead of seven.
2. Failed to properly underwrite and issue the policy on seven buildings instead of one.
3. Failed to send a formal, timely claim form when notified of the Petitioner's loss. When it did send an untimely claim form, it was an automobile claim form, nearly two years late, not two days late ***Appendix p. 1a***
4. Failed to act fairly or in good faith by denying coverage.
5. That the Respondent's two law firms have committed fraud upon the court.

In this section the Petitioner will show the fraud and liability now the two law firms representing the Respondent.

Keith Truppman like his associate Mintz, continued their tact for the Respondent of continued Fraud upon the Court by stating:

(1) there was no law for bad faith at the time of the Petioner's loss

(2) and that the Petitioner t had no claim for bad faith in his complaints.

During a 1:45 PM, May 17, 1993 hearing before Judge Marguerita Esquiroz on Plaintiff's Motion for Final Default Judgment, Keith Truppman as his associate, Mark Mintz, in previous pleadings and hearing, knowingly, willfully, and wantonly committed Fraud Upon the Court twice when he stated to the Court,

Truppman: "He was upset, because there was no claim for bad faith."

The Court: "What do you mean there is no claim?

Mr. Truppman: "At that time the law did not allow it, so the bad faith was knocked out by numerous judges.

Mr. Stembridge: "Allowed under the tort at the time."

Appendix at end of writ

First, Mr. Truppman boldly lied to the Court that the Petitioner had made no claim for the Respondent's failure to deal fairly and in good faith with the Petitioner.

Secondly, he lied to the Court that there was "no law for a bad faith Claim at the time of the Plaintiff's loss." The Respondent lawyers like every lawyer must pass the Bar exam which has a whole section on Tort law strangly the Reposndent only hires law firms who are ignorant of it or who are willing to jeopardize their practice of law by becoming co-conspirators with the Respondent to commit Fraud upon the Court. ***Appendix pp. 135a, 119a -123a***

Truppman, as his associate Mark Mintz, consistently argued that there was no Fla. law for the causes of action in Petitioner's Second. and Third Amended Complaints in Counts II - V for Fraud, conversion, errors and omission of the agent, insurance code violations, mental and emotional distress, character defamation. Each time they lied to the Court, Judge Goderich with the Stroke of a pen would strike the heart of the Petitioner's complaint. Interestingly, however, the Respondent has never denied defaming the Petitioner by calling him the culprit having his own building torched and vandalized . ***Appendix pp. 133a - 135a***

ARGUMENT

*"**There is Nothing More Powerful than Truth**" - Daniel Webster*

Black's Law Dictionary states that "Bad Faith" and "fraud" are synonymous, and also synonyms of dishonesty, infidelity, faithlessness, perfidy, unfairness, etc.

Both the Nov. 3, 1998 opinion of the Florida Supreme Court and the April 8, 1998 opinion of the Third District Court of Appeal of the State of Florida are null and void in that they were obtained by "Fraud Upon the Court" Federal Statute 60(b), 9, U.S.C. § 10, Fla. R. Civ. P. 1.540(6) empower this Court to set aside a judgment or proceeding for Fraud upon the Court.

Also "Fla. R. Civ. P. 1.190(e) allows in pertinent part for an amendment of the pleadings "at any time in furtherance of justice," and for the trial court to "disregard any error or defect in the proceedings which does not effect the substantial rights of the parties." ***Appendix pp. 126a - 127a, 136a***

Both the saving clause of Federal R. Civ. P. 60(b), 9 USC § 10, and Fla. R. Civ. P. 1.540(b)(3) provide additional powers to the Courts to set aside a Judgment and proceeding for Fraud upon the Court. ***Appendix pp. 126a, 127a, 136a***

Additional language of the saving clause of the Federal rule reads:

> "This rule does not limit the power of a court to entertain an independent action to relieve a party from a judgment, order, or proceeding, or to grant relief to a defendant not actually personally notified as provided in Title 28, USC, § 1655, OR TO SET ASIDE A JUDGMENT FOR FRAUD UPON THE COURT." (Emphasis added by Petitioner.)

Federal R. Civ. P. 60(6) clearly states OR TO SET ASIDE A JUDGMENT FOR FRAUD UPON THE COURT. Clearly the United States Supreme Court is empowered by law to set aside these orders or opinions that means Sua Sponte.

The circumstances which both the Federal and State rules will permit invocation of the Savings Clause to relieve a party from a judgment obtained with the assistance of fraud is that fraud which is "fraud upon the court." The definition of "fraud upon the court" offered by Professor Moore and Lucas in Moore's Federal Practice is:

> " 'Fraud upon the Court' should, we believe, embrace only that species of fraud which does, or attempts to, subvert the integrity of the court itself, or is a fraud, perpetrated by officers of the court so that the judicial machinery cannot perform in the usual manner its impartial task of adjudging cases that are presented for adjudication."

Moore & Lucas's examples of "fraud upon the court" include:

> "employment of counsel to 'influence' the court, even though it is not shown that the court was influenced." Certainly this case proves that the Respondent used its law firms to wrongly prejudice the Courts against the Petitioner.

Other examples cited by Moore and Lucas include:

"bribery or other corruption of the court, or a member of the court participating in the decision;"

The first two Judges, Goderich and Salman, that first struck the Petitioner's Counts of Fraud, Bad Faith. Conversion, insurance code violations, emotional cruelty and punitive damages out of 105 circuit judges were Number One and Two on the potential list of appointees to be appointed to the Florida Third District Court of Appeals by then Florida Governor Robert Martinez. Candidates for Governor and other offices need huge sums of money. The insurance industry has extreme wealth and uses it liberally to influence government leaders for favorable decisions. When the Petitioner named Judge Goderich as a defendant, he wanted to get his deposition on record (1) for the reasons he dismissed the heart of the Petitioner's Case and (2) to determine any evidence that his appointment to the Fla 3d DCA was a reward from the insurance industry through the Governor for Goderich unjustly dismissing the Petitioner's Case against the Respondent because of Fraud upon the Court. Although Judges are immune from financial liability for their incompetence or corruption, the Petitioner determined that by naming Judge Goderich as a defendant, he could depose the Judge to ascertain the truth and law for the reasons he dismissed the Petitioner's Complaint no matter the wealth of facts and law supporting the Petitioner's cause of action. ***Appendix pp. 133a - 135a***

The Florida Supreme Court in Yohanan v. deClaire, 421 So. 2d 551 (Fla. 4th District Court of Appeal 1982), rev'd, 453 So. 2d 375 (Fla. 1984) contrast intrinsic fraud from fraud upon the court and extrinsic fraud as follows:

"Intrinsic fraud, on the other hand, applies to fraudulent conduct that arises within a proceeding and pertains to issues in the case that have been tried or could have been tried."

The issues in this case have never been tried. They could have been in Case 80-7272 CA 20 before Judge Goderich and Judge Solomon, Judge Goldstein and Solomon in Case 80-7272 CA 20, before Judges Bloom, Esquiroz, Solomon and Postman in Case # 92-13319 CA 20. But because the Respondents Fraud upon the Court offered by Mintz and Truppman, the Petitioner has still been denied his day in Court.

Black's Law Dictionary defines fraud thusly:

"An intentional perversion of truth for the purpose of inducing another in reliance upon it to part with some valuable thing belonging to him or to surrender a legal right; a false representation of a matter of fact, whether by words or by conduct, by false misleading allegations, or by concealment of that which should have been disclosed, which deceives." Brainerd and is intended to deceive another so that he shall act upon it to his legal injury.

If the insurance fraud division and other regulatory officers of government, Bar associations and Judicial Qualifications Commission, judges, lawyers were unable or unwilling to expose what was going on in the Petitioner's case, then with God's help, he would put these government officials on the stand to justify their actions. They like the Petitioner when he was sworn in as Mayor of the City of North Miami, Florida, took an oath to uphold the Constitution of the United States of America. What the oath to the Petitioner was that he would do everything within his power and the power of the jurisdiction of his office to equally protect lives and properties of each of his citizens. Unfortunately, this equal protection of the Petitioner's property was denied to him by the very people who took an oath before God and man that they would equally protect the Petitioner's property as well as the Respondent's. ***Appendix 133a -135a*** Because of their malfeasance, the Petitioner continues to suffer severe traumatic unending emotional and financial impact every day of his life. Appmdix 14th ammendment

"Woody" Hampton (Woodward Madison Hampton) long time friend with whom the Petitioner would air his concerns about a biased and prejudicial judicial system, made a profound statement to the Petitioner. "John, you're not fighting just one insurance company, you're fighting the entire insurance industry. They will spend millions of dollars to defeat a case like yours because it exposes the whole industry to damages through the industry's policy of reinsuring each other against cataclysmic claims."

Mr. Hampton was number 4 in class when graduating from law school at Vanderbilt University. He is also a Navy Fighter Pilot Hero, who survived the odds of being shot down three times in the Pacific by the Japanese. He was city manager of Pembroke Pines, Fl. for 25 years while it was the fasting growing area in the United States. Upon retirement, his fellow City Managers around the State of Florida honored him with its first and only "Life Time City Manager's Award."

He knows first hand how things are so often moved throughout all levels of government today.

Further About Fraud, see

Brainard Dispatch Newspaper Co. v. Crow Wing 196 Minn. 194, 264 N.W. 779 780

> "Goldstein v. Equitable Life Asur. Soc. of U.S. 160 Misc. 364, 289 N.Y.S. 1064, 1067 A generic term, embracing all multifarious means which human ingenuity can devise, and which are resorted to by one individual to get advantage over another by false suggestions or by suppression of the truth, and includes all surprise, trick, cunning, dissembling, and any unfair way by which another is cheated. Johnson v. McDonald, 170 Okl. 117, 39 P. 2d 150."

Clearly Judge Mario Godrich's order Dec. 27, 1985 was based on Mintz's misleading argument. For the Petitioner's Amended, Second &

Third Complaints perfectly stated causes of action according to Federal and State Law for (1) Fraud, (2) Bad Faith,(3) Insurance code violations, (4) conversion, (4) mental and emotional cruelty , (5) libel/defamation of character and for (6) punitive damages. ***Appendix_pp. 100a, 133-133a-135a .***

Joiner v. Joiner, Tex Civ. App., 87 SW 2d 903, 914, 915 States that:

It consists of some deceitful practice or willful device resorted to with intent to deprive another of his right, or in some manner to do him an injury. As distinguished from negligence, It is always positive, intentional. Maker v. Hibernia Ins. Co., 67 NY 292; Alexander v. Church, 53 Conn. 561 4 A.103; Studer v. Bleistein, 115 NY. 316 22 NE 243. 7 L.P.A. 702; McNair V. Southern Stokes Finance Co. 191 NC 710 133 SE 85, 88 St. Comprises all acts, omissions, and concealments involving a breach of a legal or equitable duty and resulting in damage to another. Copps v. Copps, 163 Misc. 249, 297 N.Y.S. 744. 750 and includes anything calculated to deceive, whether it be a single act or combination of circumstances whether the suppression of truth or the suggestion of what is false, whether it be by direct falsehood or by innuendo, by speech or by silence, by word of mouth, or by look or gesture.

People v. Gilmore 345 Ill. 28, 177 NE 710,717

Extrinsic or Collateral Fraud: Fraud justifying equitable relief against a judgment or decree means some intentional act or conduct by which the prevailing party has prevented the unsuccessful party from having a1 fair submission of the controversy. Fairly v. Davis, 10 Wash. 2d 62, 116 P. 2d 263, 268

Mintz's and Truppman's misleading arguments and fraud upon the Court prevented the Petitioner from having a fair submission of the controversy, also due process, jury trial, res judicata, etc. of his just claim against the Respondent..

All three statutes, Fed R Civ P. 60(6), 9 USC § 10, and Fla. R. Civ P. 1.540(6) expressly empower this Court to set aside the lower Courts orders based on Fraud upon the Court. **Appendix pp 106a, 126a -127a. 136a**

Sawyer v. Pricket, 19 Wall 146, 22 L. Ed. 105.

Blair v. McCool, 136 Or. 139, 295 P. 950, 952.

Cobb v. Cobb 211 NC 146, 189 SE 479 482.

Reasons for Granting the Writ

This Writ will unquestionably prove to this Court that the orders and opinions dismissing the Petitioner's Counts of Fraud, conversion, bad

faith, insurance violations, errors and omissions of the Respondent's agent, Rico, mental and emotional cruelty and punitive damages were obtained by Fraud upon the Court by the Respondent's law firm, Ress, Mintz, Truppman, Gomez, Howland, Klein, therefore rendering null and void all orders and opinions in cases 80-7272 CA 20 and 92-13319 CA 20 in the Eleventh Judicial Circuit Dade County, Fl. and in the Fla 3d DCA. Therefore this Court is lawfully empowered to vindicate the Petitioner by setting aside the orders of the lower courts and by finding in his favor and rendering appropriate compensatory and punitive damages to make him and his family whole.

The fraud upon the Court, committed by the Ress, Truppman, Mintz, Gomez, Howland, Klein Firm and now the Richard and Roland Gomez law firms as counsel to the Respondent the past 21 years was at the time of Petitioner's loss in 1977 to the present in 1999 is actionable fraud. Because the law firms representing the Respondent knowingly, willfully wantonly, maliciously committed Fraud upon the Court and the Petitioner now has additional independent causes of action against the Respondent's law firms Ress, Mintz, Truppman, Howland, Klein, and the Roland and Richard Gomez Law firm that are separate and independent from the Respondent, in defending the Respondent, these law firms are never allowed to go outside the bounds of law to defend a client illegally. To do so, causes them to commit Fraud upon the Court. **Appendix pp. 135a, 136a**

Black's Law Dictionary (Page 51) defines ACTIONABLE FRAUD:

> "Deception practiced in order to induce another to part with property or surrender some legal right; a false representation made with an intention to deceive; may be committed by stating what is known to be false or by professing knowledge of the truth of a statement which is false, but in either case, the essential ingredient is a falsehood uttered with intent to deceive. Sawyer v. Prickett, 19 Wall. 1446, 22 L. Ed. 105."

The Respondent's law firms are without excuse. They were professionally and ethically required to know that Florida forever became a jurisdiction that imposes a covenant of good faith and fair dealing in all first party insurance contracts in Escambia Treating v. Aetna Casualty ('76) or failure of that Public Trust Mandate made that company liable in Tort for punitive damages. **Appendix pp 101a, 103a U. Miami Law Review**

Black's Law Dictionary states that "Bad Faith" and "Fraud" are synonymous and also synonyms of dishonesty, infidelity. faithlessness, perfidy, unfairness, etc."

Bad Faith

Escambia Treating v. Aetna Cas. & Ins. Co., 421 F. Supplement 16367, 1370-71 (ND Fla. 1976) is a landmark case in Florida for bad faith. This decision came down one year before the Petitioner's loss.

In De Marlor v. Foley Carter Ins. Co. 386 So. 20 22 (Fla. 2d DCA 1980), (three years before the Petitioner's Second and Third Amended Complaints) the Second District Court of Appeal reiterated the obligation of an insurer to deal with its insured in good faith and the possibility that a "deliberate violation" of this obligation "in bad faith could justify an award of punitive damages." The Court referenced two other cases which imposed this obligation of good faith and implied duty of good faith for an award of punitive damages.

These two cases are:

Van Woy v. Willis 153 Fla. 189, 14 So. 2d 185 (1943) and

Richards Co., Inc. v. Harrison, 262 So. 2d 258 (Fla. 1st DCA 1972).

Punitive Damages

Four years before the Petitioner's loss, the Florida Supreme Court in Campbell v. Government Employees Insurance Co. 306 So. 2d 232 Fla. 2d DCA 1973 ruled that the insurance company was liable for punitive damages because its conduct involved concealment and misrepresentation amounting to a "continued course of dishonest dealing."

Further it ruled that punitive damages "helped maintain public tranquillity by permitting the wronged plaintiff to take revenge in the courtroom and not by self help." Also, since compensatory damages do not always fully compensate, punitive damages have a "general salutary effect" and "are awarded to the injured party as a reward for his public service in bringing the wrongdoer to account." Id. at 53.

In Fury Imports, Inc. v. Shakespeare Co., 544 F, 2d 1376, 1388 (5th Cir. 1977) "purpose of punitive damages is" to punish the wrong doer for some extraordinary misconduct and to serve as example of warning to others not to engage in such conduct."

In Kos V. Gore, 48 So. 2d 412 414 (Fla. 1950) "Punitive damages" are allowed.

Conclusion

Every 50 years Israel proclaims a year of Jubilee. During the Year of Jubilee, slaves were freed, debts were forgiven, and property restored to its proper owner. The Petitioner prays that this may be a Year of Jubilee for himself.

Hopefully, this Court will swiftly and forcefully ESTOP these law firms who represent the Respondent from continuing their Fraud from rearing its head in these hallowed chambers of the United States Supreme Court.

Based upon the foregoing reasons and citations of authority, the Petitioner respectfully urges this Honorable Court to exercise its discretion and review the merits of the subject controversy.

DISTRICT COURT OF APPEAL
THIRD DISTRICT

JOHN N. STEMBRIDGE,
APPELLANT,
-VS-

PREFERRED RISK MUTUAL INSURANCE COMPANY,
OF IOWA INC.,
APPELLEE

ORIGINAL RECORD ON APPEAL FROM
CIRCUIT COURT OF DADE COUNTY, FLORIDA
CIVIL ACTION CASE NO: 92-13319

JOHN N. STEMBRIDGE PRO SE
545 N.E. 125th Street
North Miami, Florida 33161

ROLAND GOMEZ,
ROLAND GOMEZ, P.A.
8100 Oak Lane
Suite 400
Miami Lakes, Florida

33016

ATTORNEY FOR APPELLEE

INDEX TO RECORD ON APPEAL

DATE OF FILING	KIND OF INSTRUMENT	PAGES
	VOLUME 1	
	CLERK'S NOTE:	
	COMPLAINT & CIVIL COVER SHEET, FILED ON JUNE 11, 1992 CANNOT BE LOCATED BY THIS OFFICE	
	MOTION TO DISMISS, FILED JULY 2, 1992 CANNOT BE LOCATED BY THIS OFFICE	
JUL 08, 1992	JOINT STIPULATION FOR SUBSTITUTION OF COUNSEL & ORDER THEREON	1-2
AUG 03, 1992	MOTION TO DISMISS	3-4
AUG 5, 1992	DEFENDANT, MARK J. MINTZ'S MOTION TO DISMISS ON SEVERAL GROUNDS	5-8
AUG 10, 1992	MOTION TO DISMISS	9-11
AUG 11, 1992	MOTION OF DEFENDANT GODERICH TO DISMISS	12-13
AUG 14, 1992	MOTION TO DISMISS & MOTION TO STRIKE	14-16
AUG 17, 1992	MOTION TO DISMISS	17-20

AUG 31, 1992	MOTION TO DISMISS	21
SEP 01, 1992	ORDER ON MOTION TO DISMISS	21A
SEP 01, 1992	ANSWER TO MOTION TO DISMISS	22-28
SEP 08, 1992	ANSWER TO MOTION TO DISMISS	29-35
SEP 08, 1992	MOTION TO STRIKE & DISMISS MOTION FOR SUMMARY JUDGMENT	36-39
SEP 09, 1992	OFFER OF JUDGMENT	40-42
SEP 18, 1992	ORDER ON DEFENDANT, PREFERRED RISK'S MOTION TO DISMISS	43
SEP 18 , 1992	PLAINTIFF AMENDED COMPLAINT	44-64
SEP 25, 1992	NOTICE & AMENDED COMPLAINT	65-69
OCT 01, 1992	RE-ORDER & RE-MOTION : CANCELLATION OF ALL FURTHER HEARINGS IN JUDGE BLOOM'S CHAMBER DUE TO THE DEFAULT OF ALL DEFENDATNS, ETC.	70-71
OCT.01, 1992	MOTION TO DISMISS & STRIKE	72-73
OCT 02, 1992	DEFENDANT, MARK J. MINTZ'S MOTION TO DISMISS PLAINTIFF'S AMENDED ADDENDUM TO HIS COMPLAINT ON SEVERAL GROUNDS	74-75
OCT 05, 1992	MEMORANDUM	76
OCT 06, 1992	MOTION TO DISMISS AMENDED COMPLAINT	77-83

_OCT 08, 1992	MARK J. MINTZ'S MOTION FOR SUMMARY JUDGMENT	84-85
OCT 08, 1992	AFFIDAVIT IN OPPOSITION TO PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT, ETC.	86-87
OCT 09, 1992	DEFENDANTS' BYRD V. DUKE, JR., & MARIE DUKE, MOTION TO DISMISS PLAINTIFF'S AMENDED COMPLAINT	88-92
OCT 14, 1992	MOTION TO DISMISS	93-95
OCT 14, 1992	MOTION TO STRIKE & DISMISS	96-98
OCT 14, 1992	RE-ORDER & RE-MOTION: CANCELLING ALL HEARINGS IN THE JUDGE CHAMBERS	99-104
OCT 15, 1992	MOTION TO DISMISS AMENDED COMPLAINT	105-106
OCT 15, 1992	MOTION TO WITHDRAW	107
OCT 15, 1992	ORDER OF WITHDRAWAL	108
OCT 16, 1992	MOTION TO STRIKE AND DISMISS	109-111
OCT 16, 1992	MOTION TO DISMISS	112-114
OCT 21, 1992	COURT'S EXHIBIT (1) THE REGATHERING	115-116
OCT 21, 1992	LETTER TO JUDGE BLOOM FROM JOHN STEMBRIDGE DATED OCTOBER 19, 1992	117-122
OCT 21, 1992	MOTION TO DISMISS	123-125

OCT 26, 1992	MOTION & ORDER FOR FINAL DEFAULT JUDGEMENT	126-137
NOV 10, 1992	FACTS OF THE CASE	138-144
NOV 12, 1992	INTERIM ORDER & ON PENDING MOTIONS	145-153
JAN 04, 1993	LETTER TO MR. DOLDE FROM JOHN M. STEMBRIDGE DATED DEC. 30, 1992	154-156
JAN 13, 1993	ORDER OF RECUSAL	157-158
FEB 16, 1993	AMENDED COMPLAINT	159-184
MAR 01, 1993	DEFENDANT, MARK MINTZ, MOTION TO DISMISS PLAINTIFF'S AMENDED COMPLAINT, ETC	185-192
MAR 01, 1993	MOTION TO DISMISS	193-194
MAR 01, 1993	ANSWER TO AMENDED COMPLAINT	195-196
MAR 09, 1993	MOTION TO DISMISS SECOND AMENDED COMPLAINT & MOTION TO STRIKE	197-199

VOLUME II

MAR 08, 1993	MOTION TO DISMISS AMENDED COMPLAINT W/EXHIBITS ATTACHED	200-212
MAR 09, 1993	SUPPLEMENT TO DEFENDANT, MARK J. MINTZ'S MOTION TO DISMISS PLAINTIFF'S COMPLAINT W/EXHIBIT A ATTACHED	213-216

MAR 11, 1993	MOTION TO DISMISS AMENDED COMPLAINT W/VARIOUS ATTACHMENTS	217-242
MAR 19, 1993	ORDERS & MOTIONS FOR THE COURT	243-246
MAR 22, 1993	MOTION OF DEFENDANT JUDGE GODERICH TO DISMISS AMENDED COMPLAINT	247-248
MAR 23, 1993	ANSWER & NOTICE	249-252
MAR 29, 1993	DEFENDANT, KEITH TRUPPMAN MOTION TO DISMISS PLAINTIFF'S AMENDED COMPLAINT	253-260
APR 01, 1993	DEFENDANT, MARK MINTZ MOTION TO DISMISS OR STAY OR ABATE W/EXHIBIT A ATTACHED	261-269
APR 07, 1993	NOTICE OF JUDGE MARGUERITA ESQUIROZ	270
APR 07, 1993	NOTICE: KEITH TRUPPMAN IN DEFAULT	271-274
APR 07, 1993	NOTICE TO JUDGE MARGUERITA ESQUIROZ	275-276
APR 07, 1993	MOTION FOR SIGNED ORDER FOR FINAL DEFAULT JUDGMENT W/EXHIBITS A THRU I ATTACHED	277-301
APR 21, 1993	ORDER FOR FINAL DEFAULT JUDGMENT	302-303
MAY 24, 1993	DEFENDANT, KEITH TRUPPMAN'S AMENDED MOTION TO DISMISS	
PLAINTIFF'S	AMENDED COMPLAINT	304-311

JUN 24, 1993	AMENDED SUMMONS & COMPLAINT ON ALL COUNTS	312-316
JUN 28, 1993	ORDER ON DEFENDANT, MARK J. MINTZ & KEITH A. TRUPPMAN'S MOTION TO DISMISS PLAINTIFF'S COMPLAINT	317
JUNE 30, 1993	CIVIL COVER SHEET W/VERIFIED AMENDED COMPLAINT ATTACHED	318-347
JUN 30, 1993	LETTER TO MRS. KENNERLY FROM JOHN STEMBRIDGE DATED JUNE 29, 1993	348-356
JUL 09, 1993	MOTION TO DISMISS CERTAIN PORTIONS OF VERIFIED AMENDED COMPLAINT	357-359
JUL 09, 1993	ANSWER TO CERTAIN COUNTS OF THE VERIFIED AMENDED COMPLAINT	360-362
JUL 09, 1993	MOTION TO STRIKE CERTAIN PORTIONS OF VERIFIED AMENDED COMPLAINT AS SURPLUSAGE	363-365
JUL 16, 1993	MOTION OF DEFENDANT JUDGE GODERICE TO DISMISS VERIFIED AMENDED COMPLAINT	366-367
JUL 19, 1993	DEFENDANT MARK J. MINTZ'S MOTION TO DISMISS PLAINTIFF'S VERIFIED AMENDED COMPLAINT, ETC	368-375
JUL 19, 1993	DEFENDANT, KEITH TRUPPMAN'S MOTION TO DISMISS PLAINTIFF'S VERIFIED AMENDED COMPLAINT, ETC	376-383

JUL 21, 1993	DEFENDANT, ROBERT D. KORNER'S MOTION TO DISMISS PLAINTIFF'S AMENDED COMPLAINT FILED WITH THE COURT ON JUNE 24, 1993, ETC	384-386
JUL 21, 1993	DEFENDANT, ROBERT D. KORNER'S MOTION TO DISMISS PLAINTIFF'S VERIFIED AMENDED COMPLAINT FILED ON JUNE 30, 1993, ECT	387-388
JUL 22, 1993	MOTION FOR EXTENSION OF TIME WITHIN WHICH TO FILE RESPONSIVE PLEADINGS ON BEHALF OF BYRD & MARIE DUKE	389-391
JUL 23, 1993	DEFENDANT HOWARD NEU'S MOTION TO DISMISS, PLAINTIFF'S VERIFIED AMENDED COMPLAINT, ETC	392-394
JUL 26, 1993	ORDER OF RECUSAL	395

VOLUME III

JUL 26, 1993	DEFENDANT GOVERNOR LAWTON CHILES' MOTION TO DISMISS & MEMORANDUM OF LAW IN SUPPORT OF MOTION TO DISMISS	396-404
JUL 26, 1993	DEFENDANT BUTTERWORTH'S MOTION TO DISMISS & MEMORANDUM OF LAW IN SUPPORT OF MOTION TO DISMISS	405-413
JUL 26, 1993	DEFENDANT MARIE DUKE'S MOTION TO DISMISS WITH PREJUDICE, ETC	414-419

JUL 27, 1993	MOTION FOR FINAL DEFAULT JUDGMENT (7)	420-426
JUL 29, 1993	DEFENDANT RUVIN'S MOTION TO DISMISS	427-429
JUL 30, 1993	MOTION FOR FINAL DEFAULT JUDGMENT	430-435
JUL 30, 1993	MOTION FOR FINAL DEFAULT JUDGMENT (5)	436-440
JUL 30, 1993	MOTION TO RECUSE	441
AUG 02, 1993	MOTION TO DISMISS COMPLAINT	442-443
AUG 02, 1993	DEFENDANT, PREFERRED RISK MUTUAL INSURANCE COMPANY, OF IOWA, INC.'S MOTION TO DISMISS PLAINTIFF'S VERIFIED AMENDED COMPLAINT, ETC	444-451
AUG 03, 1993	DEFENDANT JUDGE ESQUIROZ'S MOTION TO DISMISS & MEMORANDUM OF LAW IN SUPPORT OF MOTION TO DISMISS	452-462
AUG 04, 1993	MOTION FOR FINAL DEFAULT JUDGMENT	463
AUG 06, 1993	ORDER FOR FINAL DEFAULT JUDGMENT (5)	464-468

CLERK'S NOTE:

AFFIDAVIT OF JOHN M. STEMBRIDGE IN RE: ORDER FOR FINAL DEFAULT JUDGMENT, FILED ON AUGUST 6, 1993 CANNOT BE LOCATED BY THIS OFFICE

AUG 10, 1993	DEFENDANT RUVIN'S MOTION TO DISMISS	469-471
AUG. 20, 1993	MOTION & ORDER FOR FINAL DEFAULT JUDGMENT	472-474
AUG 20, 1993	ORDER ON MOTION TO RECUSE	475
AUG 23, 1993	MOTION & ORDER FOR FINAL DEFAULT JUDGMENT	476-478
AUG 26, 1993	MOTION FOR INJUNCTION FOR RECUSION OF JUDGE HAROLD SOLOMAN	479-480

AUG 30, 1993	DEFENDANT JUDGE GORDON'S MOTION TO DISMISS & MEMORADUM OF LAW IN SUPPORT OF MOTION TO DISMISS	481-492
SEPT 01, 1993	ADDENDUM TO MOTION FOR INJUNCTION FILED AUGUST 26, 1993 W/EXHIBT A ATTACHED	493-494
SEP 08, 1993	MOTION OF JUDGE BLOOM TO QUASH SUMMONS OR DISMISS AMENDED COMPLAINT	495-497
SEP 23, 1993	MOTION FOR DEFAULT JUDGMENT	498-499
	CLERK'S NOTE MOTION TO DISMISS, FILED ON 10/13/93 CANNOT BE LOCATED BY THIS OFFICE	
OCT 14, 1993	MOTION FOR RECUSION OF JUDGE HAROLD SOLOMON W/EXHIBITS A & B ATTACHED	500-505
OCT 14, 1993	SUMMONS AND COMPLAINT	506-508
OCT 29, 1993	AMENDED MOTION TO DISMISS OF DEFENDANT JUDGE HAROLD SOLOMON	509-510
NOV 01, 1993	ORDER ON MOTION FOR CONTINUANCE	511
NOV 05, 1993	MOTION TO DISMISS & MEMORANDUM OF LAW IN SUPPORT THEREOF	512-515
NOV 10, 1993	MOTION TO DISMISS OF DEFENDANT JUDGE HARVEY GOLDSTEIN	516-517
	CLERK'S NOTE ANSWER TO MOTION TO DISMISS, FILED ON 11/18/93 CANNOT BE LOCATED BY THIS OFFICE	
DEC 03, 1993	ANSWER TO RE-NOTICE HEARING	518-520
DEC 22, 1993	ORDER SEVERING CLAIM	521-522
DEC 27, 1993	PLAINTIFF'S ANSWER TO ORDER SEVERING CLAIM	523-525

MAY 03, 1994	PLAINTIFF'S ANSWER TO MINTZ'S & TRUPPMAN'S NOTICE OF HEARING	526-528
MAY 16, 1994	PLAINTIFF'S ANSWER TO MARK MINTZ & KEITH TRUPPMAN'S NOTICE OF HEARING	529-535
MAY 26, 1994	PLAINTIFF'S NOTICE OF HEARING FOR FINAL DEFAULT JUDGMENTS W/EXHIBITS ATTACHED	536-548
JUN 03, 1994	MOTION OF DEFENDANT JUDGE SALMON TO DISMISS VERIFIED AMENDED COMPLAINT	549-551
JUN 17, 1994	PLAINTIFF'S NOTICE OF HEARING FOR THE ELEVENTH CIRCUIT COURTS SIGNING OF FINAL DEFAULT JUDGMENTS IN FAVOR OF THE PLAINTIFF W/EXHIBITS ATTACHED	552-565
AUG 17, 1994	PLAINTIFF'S DEMAND FOR FINAL DEFAULT JUDGMENTS AGAINST THE DEFENDANTS HEREIN NAMED W/DOCUMENTS ATTACHED	566-590
NOV 07, 1994	JUDGE PHILLIP BLOOM	591-592
NOV 07, 1994	JUDGMENT OF DISMISSAL IN FAVOR OF DEFENDANT JUDGE MICHAEL SALMON	593-594
NOV 07, 1994	JUDGMENT OF DISMISSAL IN FAVOR OF DEFENDANT JUDGE MARIO GODERICH	595-596

VOLUME IV

NOV 07, 1994	JUDGMENT OF DISMISSAL IN FAVOR OF DEFENDANT HARVEY RUVIN	597-598
11/07/94	JUDGMENT OF DISMISSAL IN FAVOR OF DEFENDANT JUDGE HARVEY GOLDSTEIN	599-600
11/07/94	ORDER DISMISSING DEFENDANTS BARKDULL, JORGENSON NESBITT, ESQUIROZ, GORDON, CHILES AND BUTTERWORTH	601-603
11/07/94	ORDER OF DISMISSAL WITH PREJUDICE	604-605
11/07/94	FINAL JUDGMENT OF DISMISSAL OF PLAINTIFF'S COMPLAINT AGAINST BURD DUKE AND MARIE DUKE WITH PREJUDICE	606-607

11/09/94	SUPPLEMENTAL ANSWER TO CERTAIN COUNTS OF THE VERIFIED AMENDED COMPLAINT	608-612
11/15/94	ORDER	613-616
11/21/94	FINAL JUDGMENT OF DISMISSAL OF PLAINTIFF'S COMPLAINT AGAINST ROBERT D. KORNER WITH PREJUDICE	617-618
12/28/94	ORDER	619-621
12/28/94	ORDER OF DISMISSAL WITH PREJUDICE	622-624
12/28/94	ORDER OF DISMISSAL WITH PREJUDICE	625-627
01/09/95	ORDER ON DEFENDANT, PREFERRED RISK'S MOTION TO DISMISS VERIFIED AMENDED COMPLAINT	628-630
01/18/95	MOTION FOR SUMMARY JUDGMENT	631-637
01/23/95	RESPONSE TO MOTION FOR SUMMARY JUDGMENT W/EXHIBIT A THRU E ATTACHED	638-682
01/31/95	ORDER OF DISMISSAL WITH PREJUDICE	683
01/31/95	ORDER OF DISMISSAL WITH PREJUDICE	684
02/02/95	ORDER OF DISMISSAL WITH PREJUDICE	685
04/11/95	ORDER DENYING PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT SERVED JANUARY 18, 1995	686-687
04/26/95	ORDER MOTION FOR FINAL DEFAULT JUDGMENT	688
01/23/95	AFFIDAVIT OF W. SAM HOLLAND W/ATTACHMENTS	689-740
01/23/95	MOTION FOR FINAL SUMMARY JUDGMENT AND MEMORANDUM OF LAW IN SUPPORT THEREOF	741
06/23/95	MOTION FOR FINAL SUMMARY JUDGMENT AND MEMORANDUM OF LAW IN SUPPORT THEREOF	742-752
07/17/95	PLAINTIFF'S MOTION TO DISMISS/W EXHIBIT A ATTACHED	753-756A
07/31/95	MANDATE	757-758

09/14/95	ORDER GRANTING DEFENDANT'S MOTION FOR FINAL SUMMARY JUDGMENT	759-761
09/19/95	ORDER SETTING CAUSE FOR JURY TRIAL, PRE-TRIAL CONFERENCE AND PRE-TRIAL INSTRUCTIONS	762-764
09/19/95	ORDER OF REFERRAL TO MEDIATION	765-766
12/18/95	NOTICE OF FILING/W EXHIBIT A ATTACHED (2)	767-772
01/12/96	MOTION TO CLARIFY TRIAL STATUS OF CAUSE	773-774
01/26/96	ORDER OF DEFENDANT'S MOTION TO CLARIFY TRIAL STATUS OF CAUSE	775
02/05/96	MOTION FOR REHEARING & FOR RELIEF FROM ORDERS/JUDGMENTS	776-779
03/11/96	ORDER DENYING PLAINTIFF'S MOTION FOR REHEARING AND FOR RELIEF FROM ORDERS/JUDGMENTS	780-782
10/09/96	NOTICE OF APPEAL/WCOPY OF ORDER DENYING PLAINTIFF'S VERIFIED MOTION TO VACATE JUDGMENT OF DISMISSAL AS AGAINST THE PLAINTIFF AND FOR DEFENDANT PREFERRED RISK MUTUAL INSURANCE CO. OF IOWA ATTACHED	783-784

CERTIFIED COPY OF THE FOLLOWING INSTRUMENT TRANSMITTED TO DISTRICT COURT IS NUMBERED TO COINDCIDE WITH THE ORIGINAL.

09/12/96	ORDER DENYING PLAINTIFF'S VERIFIED MOTION TO VACATE JUDGMENT OF DISMISSAL AS AGAINST THE PLAINTIFF AND FOR DEFENDANT PREFERRED RISK MUTUAL INSURANCE CO. OF IOWA	785

STATE OF FLORIDA
COUNTY OF DADE

I, HARVEY RUVIN, Clerk Circuit and County Courts, in and for Dade County, Florida, DO HEREBY CERTIFY that the foregoing pages 1 to 784 inclusive, contain a true and correct recital and inclusion of such original papers and proceedings in the case of JOHN STEMBRIDGE, Pro Se, Plaintiff, against ROBERT KORMER, MARK J. MINTZ. et. al., Defendants, Civil Action Case No: 92-13319;

as appears from the records and files of my office that have been directed to be included in said record.

X Pages 785 to _____, inclusive, embrace certified copy (copies) of the Order(s) appealed to be retained by the District Court.

Volume(s) _____, comprising Pages 1 to _____, inclusive embrace the transcribed notes of the reporter as made at the trials and certified to me by _____ and bound under separate cover.

IN WITNESS WHEREOF I have set my hand and affixed the Seal of said Court.

BY: (stamp) DALLAS WALKER DEPUTY CLERK 8006
HARVEY RUVIN
CLERK OF COURTS DATE December 11, 1996
(stamped) CIRCUIT AND COUNTY COURTS DADE COUNTY, FLORIDA

THIS RECORD. COMPLETED AND FILED IN THE CLERK'S OFFICE. THIS DEC 13 1996 IS TO BE RETAINED FOR USE BY ATTORNEYS, UNTIL A TIME WHEN SAME IS TRANSMITTED TO THE THIRD DISTRICT COURT OF APPEAL.

Seal: Circuit and County Courts
Dade County, Florida

STATE OF FLORIDA)
COUNTY OF DADE)

I HARVEY RUVIN Clerk Circuit and County courts, in and for Dade County, Florida, DO HEREBY CERTIFY that the foregoing pages numbered 785 to _____ inclusive contain a true and correct copy (copies) of the Orders, appealed numbered to coincide with the original papers filed in the case of JOHN STEMBRIDGE, Pro Se, Plaintiff against ROBERT KORNER, MARK J. MINTZ, et al., Defendants,

Civil Action Case No: 92-13319, being as follows, to wit:

ORDER DENYING PLAINTIFF'S VERIFIED MOTION TO VACATE JUDGMENT OF DISMISSAL AS AGAINST THE PLAINTIFF AND FOR DEFENDANT PREFERRED RISK MUTUAL INSURANCE CO. OF IOWA, Filed on September 12, 1996;

according to the records and files of my office.

IN WITNESS WHEREOF have set my hand and affixed the Seal of said Court.

HARVEY RUVIN
CLERK OF COURTS
BY (stamp) DALLAS WALKER
DEPUTY CLERK

DATE December 11, 1996

(seal) CIRCUIT AND COUNTY COURTS
DADE COUNTY, FLORIDA

IN THE CIRCUIT COURT OF THE11TH
JUDICIAL CIRCUIT IN AND FOR
DADE COUNTY
GENERAL JURISDICTION DIVISION
CASE NO. 92-13319 CA 10

JOHN M. STEMBRIDGE
. Plaintiff
Vs.
PREFERRED RISK MUTUAL INSURANCE CO. OF IOWA, INC., JUDGE MARIO GODERICH, MARK MINTZ, KEITH TRUPPMAN, BYRD and MARIE DUKE, ROBERT and JEAN KORNER, SAM HOLLAND and HOWARD NEU,
. Defendants

. 73 West Flagler Street
. Miami, Florida
. May 17, 1993 1:45 pm.
1:45 P.M.

Hearing in above-styled cause taken before Honorable Marguerita Esquiroz, Judge of the Circuit Court, reported by Helen M. Daeder, Shorthand . Reporter and Notary Public in and for the State of Florida at Large, pursuant to . Notice filed in the above cause.

(on page two)

Line 11 MR. TRUPPMAN:

Line 23 He was upset, because there was no claim for bad

Line 24 faith.

Line 25 THE COURT: What do you mean there is

Page 3,

Line 1. no claim?

Line 2 MR. TRUPPMAN: At that time the law did not

Line 3 allow it, so the bad faith was knocked out by

Line 4 numerous judges --

Line 5 MR STEMBRIDGE: Allowed under the tort at

Line 6 that time.

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL
CIRCUIT IN AND FOR DADE COUNTY, FLORIDA 33128
JULY 27,1995

CASE # 92-13319 CA 20

NOTICE FOR JURY TRIAL

JOHN M. STEMBRIDGE, Pro Se

545 N. E. 125th Street

North Miami, Florida 33161

PLAINTIFF

VS.

PREFERRED RISK MUTUAL INSURANCE CO. OF IOWA, INC.,

MARK MINTZ, KEITH TRUPPMAN, SAM HOLLAND et,al.

1111 Ashworth Drive

West Des Moines, Iowa 50265

DEFENDANTS

This case is now at issue. The Plaintiff estimates the Jury trial will take 3-5 days.

I certify that a true and correct copy of the foregoing was mailed to the Defendants, this 27th day of July, 1995.

"s_____"

John M. Stembridge, Pro Se

John M. Stembridge
545 N.E. 125th Street
North Miami, Florida 33161
Telephone: (305) 893-0800
Fax: (305) 893-0654

October 12, 1995

Richard M. Gomez
8100 Oak Lane
Suite 400
Miami Lakes, Florida 33016

RE: STEMBRIDGE vs. KORNER, MINTZ, PREFERRED RISK, etc., et al, Dade County Circuit Court Case No.: 92-13319 CA. 20

Dear Mr. Gomez:

Regarding your letter dated 9/28/95, Re: Stembridge vs. Preferred Risk, etc., et al., I checked with Judge Postman's legal assistant Ms. Margie Cruz about your inquiry to her. She stated that she never told you to disregard the Court Order for Jury Trial. As you and your client are well aware, this case is still at issue therefore the court has correctly set the date for jury trial. Should your client desire to settle this matter before that date, I am willing to meet with you to discuss settlement terms.

Sincerely,
"s/__
John M. Stembridge

cc: Ms. Margie Cruz, Legal Assistant to Judge Alan Postman
11th Judicial Circuit – Dade County – Dade County. Florida
Case No. 92-13319 CA 20

IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT, IN AND FOR DADE COUNTY, FLORIDA
GENERAL JURISDICTION DIVISION
Case No. 92-13319 (CA 25)
Judge Alan Postman

John M. Stembridge, Pro Se
Plaintiff
Vs.
Preferred Risk, et al.,
Defendants

PLAINTIFF'S NOTICE

In response to Defendant Preferred Risk's request to be removed form all Certificate of Mailings, the Plaintiff would state that it is important for counsel for Preferred Risk to be aware that the Court's ruling that dismissed the Plaintiff's Motion for Default Judgment was only that, a dismissal of the Plaintiff's Motion for a Final Default Judgment.

It is also important for Counsel for Preferred Risk to be aware that the Plaintiff's case has never been heard on its merits. The Plaintiff has notified the Court that this case is at issue. The Court has set jury trial for March 25, 1996.

Plaintiff is prepared now to proceed to jury trial according to the Court's Order

I certify that true and correct copy of the foregoing was mailed this 16th day of November, 1995 to the above Defendants.

"s_____"
John M. Stembridge, Pro Se